

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438014

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lumina Media LLC		07/13/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PETM Media, LLC		
Street Address:	19601 N. 27th Avenue		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85027		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2264094	REPTILES	
Registration Number:	2242214	BIRD CHANNEL	
Registration Number:	2470800	REPTILES USA	
Registration Number:	3337545	SMALL ANIMAL CHANNEL	
Registration Number:	3942647	CAT CHANNEL	
Registration Number:	3936281	DOG CHANNEL	
Registration Number:	4192741	BIRD CHANNEL	
Registration Number:	4192742	FISH CHANNEL	
Registration Number:	4340119	REPTILE CHANNEL	
Registration Number:	4340120	SMALL ANIMAL CHANNEL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	smirkay@petsmart.com		
Correspondent Name:	Michael Morant		
Address Line 1:	19601 N. 27th Avenue		
Address Line 4:	Phoenix, ARIZONA 85027		

OP \$265.00 2264094

NAME OF SUBMITTER:	Michael Morant
SIGNATURE:	/Michael Morant/
DATE SIGNED:	08/04/2017
Total Attachments: 6 source=Lumina Media - PETM Media PSA#page1.tif source=Lumina Media - PETM Media PSA#page2.tif source=Lumina Media - PETM Media PSA#page3.tif source=Lumina Media - PETM Media PSA#page4.tif source=Lumina Media - PETM Media PSA#page5.tif source=Lumina Media - PETM Media PSA#page6.tif	

Execution Version

ASSET PURCHASE AND SALE AGREEMENT

between

LUMINA MEDIA LLC

as Seller

and

PETM Media, LLC

as Buyer

Dated as of July 13, 2017

ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT dated as of July 13, 2017 (the "Agreement") is made by and between LUMINA MEDIA LLC, a Delaware limited liability company (the "Seller"), and PETM Media, LLC, a Delaware limited liability company ("Buyer"), and Buyer and Seller are hereinafter collectively, the "Parties".

PRELIMINARY STATEMENTS

A. Seller is the owner and publisher of the magazine currently named and titled *Reptiles Magazine* (the "Publication"). The Publication is published bi-monthly in a print edition and also in an online edition.

B. Seller owns and operates the websites currently named and titled *Reptiles Magazine*, located on the Worldwide Web under the URL www.reptilesmagazine.com and *Petcha.com*, located on the Worldwide Web under the URL www.petcha.com (collectively, the "Websites").

C. Buyer desires to purchase and acquire the Publication and the Websites (collectively, the "Business"), including the operating assets owned and primarily used in connection with the Business as listed in Section 1.01(a) of this Agreement (collectively, the "Assets").

D. Seller desires to sell, transfer, convey, assign and deliver to Buyer the Business including the Assets owned and primarily used in connection with the Business, and Buyer is willing to pay and deliver, in exchange therefor, the consideration specified herein, and to assume certain ongoing liabilities and obligations associated with the Business and the Assets.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements hereinafter set forth, Seller and Buyer agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS

SECTION 1.01 Sale and Transfer of Assets.

(a) Assets. On the terms and subject to the conditions hereof, Seller hereby sells, transfers, conveys, assigns (or causes to be assigned) and delivers to Buyer effective as of the Closing Date (as hereinafter defined), for the consideration hereinafter provided, unencumbered title to all of the following operating assets of Seller owned, used or held for use principally in connection with the Business, except to the extent such Assets are specifically excluded by Section 1.01(b) hereof:

(i) the ownership and ongoing concern of publishing the Publication, including the goodwill of the Publication and its tradenames;

(ii) the ownership and ongoing concern of operating the Websites, including the goodwill of the Websites;

(iii) all assets owned, used or held for use principally in connection with publishing the Publication, including, without limitation the names and titles of the Publication;

(iv) all right, title and interest in and to the domain names www.reptilesmagazine.com and www.petcha.com (collectively, the "Domain Names") and administrative rights to certain social media pages/sites and similar properties on the internet, as set forth on Schedule 1.01(a)(iv), and all usernames and passwords for or associated with such social media pages/sites and similar properties on the internet;

(v) all right, title and interest in trademarks, and trademark registrations and applications (including, without limitation, all reissues, divisions, continuations and extensions thereof) set forth in Schedule 1.01(a)(v) and all of the goodwill associated therewith (collectively, the "Trade Names");

(vi) all right, title and interest in and to all Intellectual Property associated primarily with the Assets and the Business. "Intellectual Property" means any applications for registrations, registration and common law rights in and to all patents, copyrights, trademarks, trade names, service marks, and other proprietary rights anywhere in the world;

(vii) all current and past issues of the Publication held as inventory in the Business, and the Intellectual Property of all current and past issues of the Publication, including all formats of such information, such as print, electronic, etc.;

(viii) all finished and unfinished editorial content and other work in progress for the Buyer's Issues (as defined below);

(ix) all inventories for the Websites, including, without limitation, (A) all current, archive and historic editorial content on or relating to the Websites, including without limitation, all HTML/script files; (B) all finished and unfinished editorial content and other work in progress for future publication on the Websites; (C) all creative materials such as artwork, drawings, photographs, and other written or graphic work of any nature associated primarily with the Websites; (D) all Intellectual Property with respect to all of the foregoing in this Section 1.01(a)(ix); and (E) all relevant technical specifications, codes, any production and/or test environments, files, emails, log-in credentials, etc. (provided that such materials are not protected by attorney-client privilege);

(x) all subscription, circulation, marketing and promotional materials and e-mail lists related primarily to the Publication or to the Websites, including, without limitation, the paid and unpaid subscription lists and subscriber data and all relevant expiration and subscriber information, whether maintained by Seller or by a fulfillment agency or host on Seller's behalf, each as further described on Schedule 1.01(a)(x);

(xi) all current and existing historic files, lists and records of the Publication;

IN WITNESS WHEREOF, Seller and Buyer have duly executed this Agreement as of the date first above written.

SELLER:

LUMINA MEDIA LLC

By: *Keith Walter*

Name: Keith Walter

Title: Chief Executive Officer

BUYER:

PETM Media, LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, Seller and Buyer have duly executed this Agreement as of the date first above written.


SELLER:

LUMINA MEDIA LLC

By: _____
Name: Keith Walter
Title: Chief Executive Officer

BUYER:

PETM Media, LLC

By: 
Name: Andrew Wilson
Title: VP + Chief Revenue Officer 7/13/17
pet 360 media

Schedule 1.01(a)(v)

Trademarks

Trademark	Country	Registration #	Registration Date
Reptiles	US	2,264,094	7/27/1999
Bird Channel	US	2,242,214	4/27/1999
Reptiles USA	US	2,470,800	4/27/1999
Small Animal Channel	US	3,337,545	11/13/2007
Cat Channel	US	3,942,647	4/12/2011
Dog Channel	US	3,936,281	3/29/2011
Bird Channel	US	4,192,741	8/21/2012
Fish Channel	US	4,192,742	8/21/2012
Reptile Channel	US	4,340,119	5/21/2013
Small Animal Channel	US	4,340,120	5/21/2013